
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 28, 2016

IHEARTCOMMUNICATIONS, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

001-09645
(Commission
File Number)

74-1787539
(I.R.S. Employer
Identification No.)

200 East Basse Road, Suite 100
San Antonio, Texas 78209
(Address of principal executive offices)

Registrant's telephone number, including area code: (210) 822-2828

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 7.01 Regulation FD Disclosure.

As previously announced, on March 7, 2016, iHeartCommunications, Inc. (the “Company”) initiated an action against, among others, certain holders of the Company’s senior secured indebtedness (the “Holders”), which is styled iHeartCommunications, Inc., f/k/a Clear Channel Communications, Inc. v. Benefit Street Partners LLC, et al., and is pending in the 285th Judicial District, Bexar County, Texas (the “Texas Court”), as Cause No. 2016 CI 04006 (the “Texas Litigation”). The Texas Litigation related to the contribution (the “Contribution”) on December 3, 2015 of 100,000,000 shares of Class B common stock of Clear Channel Outdoor Holdings, Inc. (the “Shares”), from Clear Channel Holdings, Inc., one of the Company’s wholly-owned subsidiaries that is a “restricted subsidiary” under the Company’s various debt documents, to Broader Media, LLC, one of the Company’s wholly-owned subsidiaries that is an “unrestricted subsidiary” under the Company’s various debt documents. Certain of the Holders alleged that the Contribution violated certain covenants in certain of the Company’s priority guarantee note indentures and issued notices of default on March 7, 2016 (the “Notices of Default”).

The Texas Court held a bench trial on the merits from May 16 through May 20, 2016. On May 24, 2016, the Texas Court signed the *Final Judgment Granting Declaratory Judgment And Permanent Injunction* (the “Final Judgment”), which, among other things, granted the Company’s amended petition seeking a declaratory judgment, finding that the Contribution did not violate the indentures governing the priority guarantee notes, and that the Company was not in default under those indentures as a result of the Contribution. The Texas Court further granted the Company’s request for a permanent injunction, permanently rescinded the Notices of Default, and enjoined the defendants from further issuing or threatening to issue Notices of Default as a result of the Contribution. The ruling is still subject to appeal, though none has been filed as of the date of this disclosure.

As previously disclosed, the Company has from time to time engaged in discussions with certain of its debt holders, including the Holders, in connection with the dispute subject to the Texas Litigation and in connection with exploring possible alternatives to the terms of the Company’s existing senior secured indebtedness. In connection with these discussions, the Company and certain Holders entered into non-disclosure agreements (“NDAs”). The Company is making the disclosures herein in accordance with the terms of the NDAs.

The discussions subject to the NDAs involved continued negotiations with respect to various proposals to amend the terms of the Company’s credit agreement and, through a series of exchange offers, the priority guarantee note indentures. On June 15, 2016, the Company provided certain Holders with a proposal. On June 22, 2016, certain Holders provided the Company with a counterproposal, a copy of which is attached hereto as Exhibit 99.1. On June 27, 2016, the Company provided certain Holders with an amended proposal, a copy of which is attached hereto as Exhibit 99.2. As of June 28, 2016, the Company had not provided such Holders with, nor had it provided such Holders access to, confidential information. Given the significant gap between the proposals, the Company is assessing whether it will continue discussions.

No agreement has been reached with respect to the above discussions. There can be no assurance that any agreement will be reached. Any such agreement would be subject to the negotiation and execution of definitive documentation, which may require the consent of additional debt holders who are not party to the negotiations, and who hold substantial percentages of our debt.

The information set forth in this Item 7.01 of this Current Report on Form 8-K is being furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any of the company’s filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except to the extent expressly set forth by specific reference in such a filing. The filing of this Item 7.01 of this Current Report on Form 8-K shall not be deemed an admission as to the materiality of any information herein that is required to be disclosed solely by reason of Regulation FD.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are being furnished herewith:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Term Sheet provided by certain of the Holders to the Company on June 22, 2016
99.2	Term Sheet provided by the Company to the Holders on June 27, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IHEARTCOMMUNICATIONS, INC.

Date: June 28, 2016

By: /s/ Lauren E. Dean
Lauren E. Dean
Vice President, Associate General Counsel and Assistant Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Term Sheet provided by certain of the Holders to the Company on June 22, 2016
99.2	Term Sheet provided by the Company to the Holders on June 27, 2016

Confidential Draft – Subject to Substantial Revision
 Subject to Bankr. D. Del. L.R. 9019-5, FRE 408, TRE 408,
 TCPRC 154.073, and Other Mediation and Settlement Privileges
 Subject to First Amendments to Confidentiality Agreements, each Effective as of June 20, 2016

Term Sheet provided by certain of the Holders to the Company on June 22, 2016

Term Loan and PGN Exchange

- Existing Term Loans and PGNs (“Senior Debt”) agree to exchange into new term loans and PGNs with the following terms:
 - Upon close of Senior Debt exchange the following will be implemented:

Threshold	<ul style="list-style-type: none"> • At least [90]% acceptance
Term Loan & PGN Amendment	<ul style="list-style-type: none"> • Liens: <ul style="list-style-type: none"> • Company will provide all Senior Debt with lien on Principal Properties • Participating Senior Debt to receive a guarantee from Broader Media and CC Finco (together the “Unrestricted Subs”), which guarantee will be secured by the assets of the Unrestricted Subs with security senior to all other obligations <ul style="list-style-type: none"> • Guarantee from the Unrestricted Subs subject to a carve-out for securities offered in a Junior Exchange (described below), which may receive a priming/priority guarantee from the Unrestricted Subs • Limitations on payments to the 10% Notes due 2018 and 14% Notes due 2021 (together the “Junior Debt”): <ul style="list-style-type: none"> • Junior Debt may be repaid (or refinanced with unsecured debt) only (i) upon achieving Total Consolidated Net Leverage less than or equal to 9.0x or (ii) from the assets of the Unrestricted Subs • Other Covenants: <ul style="list-style-type: none"> • RP basket reset to [TBD] with one-time increase of \$50mm based on achieving Total Consolidated Net Leverage less than or equal to 9.0x • Asset sale basket limited to [TBD] • All other baskets closed • Participating Senior Debt to receive make-whole language with extended call protection • Company will not designate any additional subsidiaries as unrestricted (the Unrestricted Subs will continue to be unrestricted) • Company will not make any other future Investments into unrestricted subsidiaries • All affiliated indebtedness held by CC Finco will be cancelled upon consummation of Senior Debt exchange¹ • Further amendments only as required to effectuate exchanges contemplated by this term sheet

- Following a successful implementation of the Senior Debt exchange and after completion of a Junior Exchange (described below), the following additional modifications will be implemented:

Maturity	<ul style="list-style-type: none"> • Each tranche of Senior Debt’s new maturity will extend maturity 1 year beyond current maturity
Interest Rate	<ul style="list-style-type: none"> • Interest rate reduction on each tranche of Senior Debt equal to [TBD] bps

Junior Debt Exchange

- Junior Exchange will consist of the following:

Exchange	<ul style="list-style-type: none"> • [90]% or more of the Junior Debt must exchange into securities with sole recourse to and payment from assets of the Unrestricted Subs
Timing	<ul style="list-style-type: none"> • Exchange must be completed prior to December 31, 2016

¹ Subject to the understanding that CC Finco holds only minor cash balance and CCO shares, in addition to Legacy Notes.

Confidential Draft – Subject to Substantial Revision
 Subject to Bankr. D. Del. L.R. 9019-5, FRE 408, TRE 408,
 TCPRC 154.073, and Other Mediation and Settlement Privileges
 Subject to First Amendments to Confidentiality Agreements, each Effective as of June 20, 2016

Term Sheet provided by the Company to the Holders on June 27, 2016

	Term Loans	PGNs
Financial Amendments / Participation Thresholds / Specified Notes / Principal Property Springing Lien	<ul style="list-style-type: none"> If holders of (i) a majority of each tranche of term loans/PGNs and (ii) [TBD]% of aggregate amount of outstanding Term Loans/PGNs (the “Minimum Participation Threshold”) consent to the terms of this term sheet, as well as (A) a 75 bps interest rate reduction (or equivalent principal reduction) and (B) 1 year maturity extension (together, the “Financial Amendments”), then the Company will (x) spring the Principal Property lien early and (y) cap repurchases/repayments of 2018 Notes and 2021 Notes (collectively, the “Specified Notes”), including at maturity, at \$1.0bn¹ in aggregate² If holders holding a majority of each tranche consent to the terms of this term sheet, but do not consent to the Financial Amendments, then no Financial Amendments will be made and (i) the Principal Property lien will not spring early, and (ii) the Company will cap repurchases/repayments of the Specified Notes, including at maturity, at \$1.2bn¹ in aggregate In either case above: <ul style="list-style-type: none"> Company retains ability to pay Specified Notes at maturity, in excess of applicable allowance referenced above, if Total Consolidated Net Leverage³ is below 9.00x Company retains ability to pay scheduled interest Company retains ability to use unsecured debt to refinance debt at maturity 	<ul style="list-style-type: none"> Same
Sources of Funds for Buybacks of Specified Notes	<ul style="list-style-type: none"> Assets of Broader Media and CC Finco, which may be used to incur new borrowings <ul style="list-style-type: none"> Participating secured holders to provide term sheet for such financing (i) For a period of 12 months, no more than \$300mm of cash from inside the restricted group, plus (ii) any cash held outside the restricted group in Broader Media and CC Finco Proceeds from disposition basket (discussed below) Restricted payment capacity Company retains ability to (i) pay Specified Notes at maturity, in excess of applicable allowance referenced above, if Total Consolidated Net Leverage is below 9.00x and (ii) use unsecured debt to refinance debt at maturity 	<ul style="list-style-type: none"> Same
Disposition Basket	<ul style="list-style-type: none"> Will limit all future dispositions to within credit group, but will not limit CCO’s ability to use unrestricted subsidiaries under its financing agreements Will include \$325mm asset sale basket with builder equal to 20% of discount captured from retirement of Specified Notes after transaction date subject to a builder cap of \$175mm (total cap of \$500mm) Asset sale proceeds outside of above basket will be used to repay term loan, subject to a total asset sales cap of \$550mm, with additional carveout for specified assets to be agreed upon by the parties 	<ul style="list-style-type: none"> Will limit all future dispositions to within credit group, but will not limit CCO’s ability to use unrestricted subsidiaries under its financing agreements Will permit use of proceeds from basket described in Term Loans to purchase Specified Notes Any additional asset sale proceeds will be applied per asset sale covenant in bond indentures
Permitted Investments	<ul style="list-style-type: none"> Company will not designate any additional subsidiaries as unrestricted (Broader Media and CC Finco will continue to be unrestricted) Company will not make any future Investments into unrestricted subsidiaries 	<ul style="list-style-type: none"> Same

¹ Includes cash or newly issued debt

² There will continue to be no restrictions on the buyback or payment at maturity of Term Loans or PGNs

³ [iHeart debt (net of cash) divided by iHeart EBITDA] Note: To be discussed

Restricted Payments	<ul style="list-style-type: none"> • Basket reset to zero, with a one-time increase of \$50mm based on achieving Total Consolidated Net Leverage² less than or equal to 9.00x 	<ul style="list-style-type: none"> • Same
Incentives to Consenting Holders	<ul style="list-style-type: none"> • Agree to early spring of Principal Properties lien (contingent upon achieving Minimum Participation Threshold discussed above), [subject to compliance with restrictions in existing agreements and agreement with respect to scope of collateral granted to Legacy Notes] • Agree to create lien on assets of Broader Media and CC Finco to secure Term Loans subordinate only to lien securing indebtedness incurred to finance repurchases, subject to aggregate repurchase/repayment cap set forth above 	<ul style="list-style-type: none"> • Same (where lien is pari passu with lien securing Term Loan)
Other Comments	<ul style="list-style-type: none"> • Removal of other covenants to be discussed • Ability to modify covenants of the Specified Notes • Company held debt to be extinguished (including debt at Broader Media and CC Finco) • Sponsors' positions to be disclosed • Other covenants to be mutually agreed 	<ul style="list-style-type: none"> • Same